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FILED FOR RECORD
2007 MAY 15 PM 3: 43

TRUSTEE'S DEED RECORDER

Return deed to: Lake County Trust Company

2200 North Main Street Crown Point, IN. 46307

This Indenture Witnesseth that the Grantor:

Lake County Trust Company, as Trustee under the terms and provisions of a Trust Agreement dated June 7, 1996, and known as Trust No. 4800, of the County of Lake, State of Indiana,

Releases and quit-claims to:

Lake County Trust Company, as Trustee under the terms and provisions of a Trust Agreement dated December 28, 2000, and known as Trust No. 5278, of the County of Lake, State of Indiana,

for the sum of no dollars (\$00.00) and other good and valuable consideration, the following described real estate in the County of Lake, and State of Indiana, to-wit:

This Document is the property of See Attached Legal Description. the Lake County Recorder!

Commonly known as:

Key No.: 54-67-2

Mail future tax statements to: Lake County Trust Company #5278, 2200 N. Main St., Crown Point, IN 46307

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to ommence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that neither Lake County Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of the Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and the funds in the actual possession of the Trustee shall be

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAY 15 2002

PETER BENUAMIN LAKE COUNTY AUDITOR

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applicable for the payment and discharge thereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, as Trustee, by Elaine M. Sievers as Trust Officer and Hesta Payo as Assistant Secretary, has hereunto set its hand and seal this 5<sup>th</sup> day of April, 2002.

This Documen LAKE COUNTY TRUST COMPANY, as Trustee as

the Lake Coaforesaid, ecorder!

BY:

Flaine M. Sievers, Trust Officer

ATTEST:

Hesta Payo, Assistant Secretary

STATE OF INDIANA)

SS:

COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers as Trust Officer and Hesta Payo, as Assistant Secretary of the LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 5th day of April, 2002

Laura T. Kleven, Notary Public

My Commission expires: 05-08-08

Lake County, Indiana resident

This instrument was prepared by: Elaine M. Sievers, Attorney at Law

## **LEGAL DESCRIPTION OF LOT B1-18:**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN WINFIELD TOWNSHIP, LAKE COUNTY, INDIANA, ALSO BEING A PART OF PARCEL "B" OF THE COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 25, AND CORRECTED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 86, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 330.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5 TO THE SOUTHEAST CORNER OF SAID PARCEL "B" (ALSO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED TO SPEEDWAY SUPERAMERICA, LLC IN DOCUMENT NO. 2001 096412 IN SAID RECORDER'S OFFICE); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 50.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL "B" (ALSO THE NORTH LINE OF SAID SPEEDWAY PARCEL) TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 250.00 FEET TO THE NORTHWEST CORNER OF SAID SPEEDWAY PARCEL; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 110.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 250.00 FEET, THENCE SOUTH 00 DEGREES 27 MINUTES 02 SECONDS WEST, 110.00 FEET ALONG THE WEST RIGHT-OF-WAY OF RANDOLPH STREET (PER SAID COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN) TO THE POINT OF BEGINNING, CONTAINING 0.63 ACRES, MORE OR LESS.



